



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



CAPE DISAPPOINTMENT STATE PARK – WAVE BARRIER SOUND MONITORING
PARKS AGREEMENT# IA 507-031
WSDOT AGREEMENT # GCA4755

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Washington State Department of Transportation, hereinafter referred to as the "CONTRACTOR" or "WSDOT".

WHEREAS, the CONTRACTOR and Parks are committed to addressing issues concerning endangered species and have existing and developing programs for the protection of these species, and

WHEREAS, Parks has requested the CONTRACTOR's assistance in monitoring underwater noise levels during pile driving for a boat launch facility at Cape Disappointment, and

WHEREAS, IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Attachment "A" SCOPE OF WORK** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on January 31, 2006, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Six Thousand, Five Hundred, and No/100ths Dollars (\$6,500.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in the FEE SCHEDULE in Attachment "A" which is attached hereto and incorporated herein.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

The CONTRACTOR shall submit invoices to:

Doug Mackey
Environmental Review Program
Parks Development Service Center – SWRO
Washington State Parks and Recreation Commission
11834 Tilley Rd S
Olympia, WA 98512-9167

PARKS shall submit the payment to:

Cheryl Mills
EEP/Environmental Services Office
PO Box 47331
Olympia, WA 98504-7331

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement

shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

HOLD HARMLESS

Each party shall protect and hold harmless the other party from and against all claims, suits, or actions arising from any intentional or negligent act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under the terms of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The cost of the neutral third party or parties shall be split equally between PARKS and the CONTRACTOR. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any

applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Jim Laughlin, Transportation Specialist 4, Assistant Air, Noise, and Energy Program Manager, (206) 440-4643

The Project Representative for PARKS is: Doug Mackey, Environmental Specialist 3, (360) 956-4829

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and
Recreation Commission

By: _____

Title: _____

Date: _____

**Washington State Department of
Transportation**

By: _____

Title: _____

Date: _____

Approved As To Form Only By:
Mark Schumock
Asst. Attorney General
02/20/05

**ATTACHMENT A
SCOPE OF WORK
IA 507-031**

**Comparative Hydro-acoustic Sound Monitoring
of Impact Pile Driving at
Cape Disappointment State Park Wave Barrier**

SCOPE OF WORK

Monitor underwater sound levels of impact pile driving during construction of the Cape Disappointment State Park Wave Barrier.

Utilize appropriate Sound Monitoring Protocol (preliminary outline below) that is acceptable to: NOAA-National Marine Fisheries Service, US Fish and Wildlife, US Army Corps of Engineers, Washington Department of Fish and Wildlife, and any other regulatory entity with interest.

Brief interagency team during monitoring regarding details of monitoring logistics, equipment usage, and other elements of the monitoring protocol.

Complete a Cape Disappointment State Park Wave Barrier Impact Pile Driving Sound Monitoring Report. Three hard copies and one electronic Deliverable on or about January 31, 2006.

SCHEDULE

December, 2005

Project preparation

December, 13-14: On-site Monitoring

December, 2005 – January 2006

Report Preparation

Complete Report - Deliverable on or about January 31, 2006

Sound Monitoring Protocol for Cape Disappointment (per WSDOT)

- One hydrophone midwater depth, 33 feet from pile.
- If possible second hydrophone, midwater depth, some distance further away from pile (e.g., 100 feet)
- Pile 1 – Conbest Block, bubbles off for one minute, then turn bubbles on
- Pile 2 – Micarta Block, bubbles off for one minute, then turn bubbles on
- Pile 3 – Dense Nylon Block, bubbles off for one minute, then turn bubbles on.
- Pile 4 – Plywood Block, bubbles off for one minute, then turn bubbles on.
- Pile 5 – No Block, bubbles off for one minute, then turn bubbles on.
- Piles 6 and 7 – Best performing block

FEE SCHEDULE

Hourly Rate \$ 39.00 /hr
 Management / Q&A \$ 3.90 /hr
 Administration \$ 0.78 /hr

Table of anticipated fees per Scope of Work

Name	Class.	Hr. Rate	Estimated Hours For Month												Total Expense NTE
			December				January				February				
Jim Laughlin	TPS3 @	\$39.00	0	2	30	30	25	25	20	10	0	0	0	0	142
Dollar Expenditures															
Expenditure Before Mang.			\$1,170 \$1,170				\$975 \$975 \$780 \$390				\$0 \$0 \$0 \$0				
Management and Q&A 10%			\$0	#	\$117	\$117	\$98	\$98	\$78	\$39	\$0	\$0	\$0	\$0	
Administration Costs 2.00%			\$0	#	\$23	\$23	\$20	\$20	\$16	\$8	\$0	\$0	\$0	\$0	
Total Estimated Expenditures			\$0	#	\$1,310	\$1,310	\$1,092	\$1,092	\$874	\$437	\$0	\$0	\$0	\$0	\$6,115
			December \$2,620.80				January \$3,494.40				February \$0.00				

Costs to accomplish full scope of work for the project anticipated to be \$ 6,115.

Contract fees are Not To Exceed: \$6,500.

/ / / / /
END SCOPE OF WORK